

RECORDING REQUESTED BY:

Chemical Waste Management Inc.  
9081 Tujunga Avenue  
Sun Valley, California 91352

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WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control  
Attention: Mr. James Pappas, P.E. Chief  
Northern California Permitting and  
Corrective Action Branch  
Department of Toxic Substances Control  
8800 Cal Center Drive, Suite  
Sacramento, California 95826

03/15/2007.20070054400

Date: \_\_\_\_\_

**COVENANT TO RESTRICT USE OF PROPERTY**

ENVIRONMENTAL RESTRICTION

Chemical Waste Management, Inc. Hazardous Waste Facility  
Coalinga, California

Re: Assessors Parcel Nos. 058-260-27S and 058-260-25S

This Covenant and Agreement ("Covenant") is made by and between Chemical Waste Management, Inc. (the "Covenantor") and the Department of Toxic Substances Control (the "Department"). Covenantor is the current owner of certain property situated in Coalinga, County of Fresno, State of California, described in Exhibit A, which is attached and incorporated by this reference (the "Property") and also described in Section 1.1 below. Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of  
*CA Coalinga DTSC Covenant DTSC Version RL 01222007*

hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department (collectively referred to as the "Parties") therefore intend that the use of the Property be ~~restricted as set forth in this Covenant, in order to protect human health and safety and the~~ environment.

ARTICLE I  
STATEMENT OF FACTS

1.01. The Property, totaling approximately 455.62 acres is more particularly described and depicted in Exhibit A. The Property is located in the area generally bounded by the East portion of Section 35 and West portion of Section 36, Township 19 South, Range 14 East, Mt. Diablo Baseline and Meridian, near Coalinga, County of Fresno, State of California. The Property is approximately six (6) miles northwest of the City of Coalinga, California. This Property is more specifically described as Fresno County Assessor's Parcel Number(s): 058-260-27S, 058-260-25S and 058-260-31S.

1.02. A limited portion of the Property is more particularly described in Exhibit B, the Restricted Area, which is attached and incorporated by this reference (the "Restricted Area"). The Restricted Area is located in the area now generally described as the Southwest Quarter of Section 36, Township 19 South, Range 14 East, in Fresno County, California. The Restricted Area is more specifically described as Fresno County Assessor's Parcel Number(s) 058-260-27S and 058-260-25S.

1.03. The Property is a closed hazardous waste management facility (the Facility) and 125 acres of the Facility were formerly used as a Class II oil field waste treatment facility. The Facility primarily accepted waste from oil field development. Waste was treated at the Facility/Property in one of three (3) ways; land farming, solar evaporation ponds and burial. The Facility operated between 1973 and 1984.

Between 1973 and 1979, Environmental Disposal Services (EDS), a division of McKay Trucking of Bakersfield, California, operated the Facility. In late 1979, Chemical Waste Management, Inc. (CWM) acquired the Facility from EDS. The Department of Health Services (DHS) (predecessor in interest to the Department) issued an Interim Status Document to CWM on September 18, 1984.

But during the same month, CWM requested that the Facility be reclassified as Temporary Inactive Status (TIS) and DHS granted the TIS on October 10, 1984. Under this authorization the Property was ~~a hazardous waste facility, regulated by the Department, subject to the requirements of the Hazardous~~ Waste Control Law at Health and Safety Code section 25100 et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), at 42 U.S.C. section 6901 et seq. CWM terminated the Facility's operations during September 1984

CWM submitted a Final Closure Plan to the Department on July 25, 2002 and a revised Final Closure Plan on May 1, 2003. The Department granted Conditional Approval of the Final Closure Plan on April 7, 2004. The Final Closure Plan called for the removal of all free liquids and contaminated residual soils remaining in the evaporation ponds and basins. During the summer of 2004, WMI excavated approximately 25,000 cubic yards of waste material and transported it to the Chem Waste Management Kettleman Hills facility for final disposal. The bottoms of the excavations were sampled to determine the presence or absence of chemicals of concern. Some results demonstrated that a number of sample points exceeded the decision limit (DL).

In February 2005, CWM submitted a Risk Assessment to the Department, which calculated the Facility's background concentrations and compared them with the decision limits. Numerous decision limits were shown to be higher than the background concentration. Some chemical data test results that exceeded the DL criteria included: Arsenic, Chromium, Copper, Mercury, Nickel, 2-Methylnaphthalene 1 and Naphthalene 1. Most of the chemicals that exceeded the DLs were metals. As a result, the risk and remediation requirements were driven by metal concentration levels.

On July 28, 2005, the Department issued a Confirmation Sampling Approval letter to CWM and required a minimum of ten (10) feet of soil covering over all areas specified as the "Areas of Concern" within the excavated area. During November 2005, CWM commenced final grading and completed fieldwork in March 2006. CWM also submitted a Proposed Closure Design Revision on February 23, 2006.

Pursuant to the closure requirements of the Hazardous Waste Control Law, including Health and Safety Code section 25246 and post-closure notice provisions of the California Code of Regulations, title 22, section 66265.119(b) for interim status hazardous waste facilities, the Department is requiring this Covenant because of the organic and inorganic materials that remain above the decision levels beneath the soil covering. The Final Closure Plan requires that a deed restriction be recorded as part of the facility remediation.

1.04. Based on the historical operations at the Property/Facility, the closure activities, the sample test results, the Interim Closure Report dated February 22, 2005, the Risk Report dated February 22, 2005 and the minimum requirement of ten (10) feet of soil covering over all Areas of Concern, the Department has determined that use of the Restricted Area as a residence, hospital, school for persons under the age of 21, or day care center would entail an unacceptable health risk. The Department has further concluded that the Property, as remediated as its use is limited by this Covenant, does not present an unacceptable threat to human health or safety or the environment. Additionally, the Department has concluded it is necessary to ensure that the ten (10) feet deep soil covering is not disturbed, unless approval is obtained from the Department.

## ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any persons or entities entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

## ARTICLE III

### GENERAL PROVISIONS

~~3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions,~~  
covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Restricted Area and every portion of it shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to Health and Safety Code sections 25202.5 and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property; (c) shall apply to and bind the respective successors in interest to the Property; (d) are for the benefit of, and shall be enforceable by the Department; and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion.

3.02. Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon the Covenantor and all of the owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound by this covenant for the benefit of the Department.

3.03. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant.

3.04. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and all deeds and leases for any portion of the Property.

3.05. Conveyance of Property. Covenantor agrees that the Owner shall provide notice to the Department not later than 30 days after conveyance of any ownership interest in the Property (except for mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason

of this Covenant, have authority to approve, disapprove, or otherwise affect such proposed conveyance, except as otherwise provided by law, administrative order, or specific provision of this Covenant.

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3.06 Costs of Administering this Covenant to be Paid by Owner. The Department has incurred and will in the future incur costs associated with the administration of this Covenant, including any inspection of the Property. Therefore, the Covenantor hereby covenants for itself and for all subsequent Owners that pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's costs in administering the Covenant. Failure of the Owner to pay such costs when billed is a breach of the Covenant and enforceable pursuant to section 5.01 of this Covenant. Notwithstanding Civil Code section 1466, in the event the Property ownership changes between the time when the costs were incurred and the invoice for such costs is received, each Owner of the Property for the period covered by the invoice, as well as the then-current Owner is responsible for such costs.

#### ARTICLE IV

##### RESTRICTIONS

4.01. Prohibited Uses. The Restricted Area shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Soil Management. Soil within the Restricted Area shall be managed pursuant to the following restrictions:

- (a) No activities that will disturb the soil three (3) feet or more below grade (e.g.,

excavation, grading, removal, trenching, filling, earth movement, or mining) shall be permitted on the Restricted Area without a Soil Management Plan and a Health and Safety Plan approved by the Department.

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(b) Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

(c) The Owner shall provide written notice to the Department at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Restricted Area, except as provided in (d) below.

(d) With regard to maintenance work conducted solely to maintain the minimum ten (10) feet of soil covering the Restricted Area, the Owner shall provide written notice to the Department within forty-five (45) days after such repair or maintenance.

4.03. Prohibited Activities. The following activities are prohibited within the Restricted Area:

- (a) Raising of food or fiber crops, e.g., cotton and livestock (except livestock grazing is permitted up to 45 days per year within the Restricted Area to control weeds and grasses);
- (b) Drilling; and
- (c) Extraction of groundwater for purposes other than site remediation or construction dewatering;

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant, as deemed necessary by the Department in order to protect the public health and safety and the environment.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner modify or remove any improvements. "Improvements" means all buildings, roads, driveways, and paved parking areas, constructed or placed upon any portion of the Property constructed in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

## ARTICLE VI

### VARIANCE, TERMINATION, AND TERM

6.01. Variance. Any Owner, or with the Owner's written consent, any Occupant of the Property or any portion of the Property may apply to the Department for a written variance from the provisions of this Covenant. The application shall be made in accordance with Health and Safety Code section 25202.6.

6.02. Termination. Any Owner, or with the Owner's written consent, any Occupant of the Property or any portion of the Property, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25202.6.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

## ARTICLE VII

### MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion of it to the general public or anyone else for any purpose.



7.02. Department References. All references to the Department include successor agencies or other successor entity.

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7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Fresno within ten (10) business days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any notice ("Notice" means any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor / Owner:

General Counsel  
Chemical Waste Management, Inc.  
1001 Fannin, Suite 4000  
Houston, TX 77002

To Department:

James Pappas, P.E., Chief  
Northern California Permitting and Corrective Action Branch  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth in this document is determined by a court of competent jurisdiction to be invalid for any reason, the surviving

portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

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IN WITNESS WHEREOF, the Parties execute this Covenant effective on the date first written.

Covenantor  
CHEMICAL WASTE MANAGEMENT, INC.,  
A Delaware corporation *7*

Date:

By: //original signed by//

Name: *Steven D. Richter*  
Title/Authority *Director, Closed Site*

Department  
DEPARTMENT OF TOXIC SUBSTANCE  
CONTROL, STATE OF CALIFORNIA

Date:

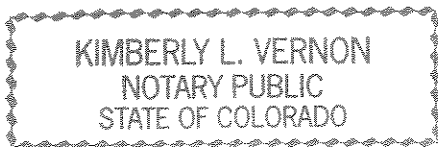
//original signed by//

By: \_\_\_\_\_  
Name: *JAMES M. RAY*  
Title/Authority *BRANCH CHIEF*

STATE OF COLORADO     )  
  ) ss:  
COUNTY OF DOUGLAS    )

I HEREBY CERTIFY that on this 26th day of February, 2007, before me, the subscriber, a notary public in and for said county and state, duly authorized in the State aforesaid to take acknowledgments, personally appeared Steven D. Richtel, CHEMICAL WASTE MANAGEMENT, INC., a Delaware corporation, the Covenantor signatory in the foregoing document, having authority to act in this matter on behalf of Chemical Waste Management, Inc., a Delaware corporation, acknowledged the signing thereof to be their free and voluntary act and the free act and deed of said Corporation.

**IN TESTIMONY WHEREOF**, on behalf of the said Chemical Waste Management, Inc., a Delaware corporation, Steven D. Richtel has hereunto set his hands and seals the day and year first above written.



//original signed by//

\_\_\_\_\_, Notary Public  
My Commission Expires \_\_\_\_\_

Kimberly L. Vernon  
My Commission Expires  
October 24, 2008

\* \* \* \* \*

STATE OF                    )  
  ) ss:  
COUNTY OF                )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the subscriber, a notary public in and for said county and state, duly authorized in the State aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, DEPARTMENT OF TOXIC SUBSTANCE CONTROL, STATE OF CALIFORNIA, a \_\_\_\_\_ corporation, the Department signatory in the foregoing document, having authority to act in this matter on behalf of DEPARTMENT OF TOXIC SUBSTANCE CONTROL, STATE OF CALIFORNIA, acknowledged the signing thereof to be their free and voluntary act and the free act and deed of said Corporation.

**IN TESTIMONY WHEREOF**, on behalf of the said DEPARTMENT OF TOXIC SUBSTANCE CONTROL, STATE OF CALIFORNIA, \_\_\_\_\_ has hereunto set his/her hands and seals the day and year first above written.

\_\_\_\_\_, Notary Public  
My Commission Expires \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento } ss.

On March 5, 2007, before me, Kathleen C. Duncan Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared James M. Pappas  
Name(s) of Signer(s)



☒ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
//original signed by//

Place Notary Seal Above

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☒ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

EXHIBIT A

Legal Description of the Property

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**Exhibit "A"**  
**Chemical Waste Management, Inc. – Environment Disposal Services, Inc.**  
**Mckay Trucking Company**

Legal Description:

Being a portion of Sections 35 and 36, Township 19 South, Range 14 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, being more particularly described with the following courses:

- 1) Beginning at a 2" iron pipe and brass cap stamped LS 4335 marking the Northwest Corner of said Section 36; thence South 88°02'45" East along the north line of said Section 36 a distance of 2604.37 feet to a 2" iron pipe and brass cap stamped LS 4335 marking the Northwest Corner of the Northeast Quarter of said Section 36;
- 2) South 00°08'38" West a distance of 1324.98 feet to a ¾" iron pipe tagged LS 5503 marking the Southwest Corner of the Northwest Quarter of the Northeast Quarter of said Section 36;
- 3) South 88° 07'54" East a distance of 1300.90 feet to a ¾" iron pipe tagged LS 5503 marking the Southeast Corner of the said Northwest Quarter of the Northeast Quarter of Section 36;
- 4) South 00°13'07" West a distance of 1324.01 feet to a ¾" iron pipe tagged LS 5503 marking the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 36;
- 5) South 0°13'38" West a distance of 1315.74 feet to a ¾" iron pipe tagged LS 5503 marking the Southeast Corner of the said Northwest Quarter of the Southeast Quarter of Section 36;
- 6) North 88°20'51" West a distance of 1297.13 feet to a ¾" iron pipe tagged LS 5503 marking the Southwest Corner of the said Northwest Quarter of the Southeast Quarter of Section 36;
- 7) South 00°08'38" West a distance of 1319.76 feet to a 2" iron pipe and brass cap stamped LS 4335 marking the Southwest Corner of the said Southeast Quarter of Section 36;
- 8) North 88°31'26" West a distance of 2454.83 feet to a 2" iron pipe and brass cap stamped LS 4335 marking the Northwest Corner of Section 1, Township 20 South, Range 14 East;
- 9) North 88°39'18" West a distance of 135.57 feet to a 2" iron pipe and brass cap stamped LS 4335 marking the Southwest Corner of said Section 36;

**Exhibit "A"**  
**Chemical Waste Management, Inc. – Environment Disposal Services, Inc.**  
**Mckay Trucking Company**

- 10) North 88°45'28" West along the south line of said Section 35 a distance of 500.00 feet to a ¾" iron pipe tagged LS 5503;
- 11) North 00°00'04" West a distance of 5306.12 feet to a ¾" iron pipe tagged LS 5503 marking the north line of said Section 35;
- 12) South 89°25'03" East along the said north line of Section 35 a distance of 500.00 feet to the Northwest Corner of said Section 36 and Point of Beginning.

Said Parcel containing 455.622 acres, more or less.

APN: 058-260-25s  
058-260-27s  
058-260-31s

End of description

Dated: 11-21-06

//original signed by//

By: Cris H. Robles, PLS 5503



# EXHIBIT "A"

Chemical Waste Management, Inc.- Enviromental Disposal Services, Inc.- McKay Trucking Company

In The County of Fresno, State of California.  
Portion of Sections 35 & 36, T.19S., R.14E., M.D.B. & M.

## Legend

( )

INDICATES RECORD DATA PER GOVERNMENT TOWNSHIP PLATS.



FOUND AND ACCEPTED SECTION CORNER MONUMENT.



INDICATES SUBJECT PROPERTY



INDICATES EXISTING SECTION LINES.



INDICATES EXISTING FRACTIONAL SECTION LINES.

## Basis of Bearings:

The West Line of Section 36,  
T.19S., R.14E., taken as  
N00°00'00"W per Record Data  
From Government Township  
Plats



Scale 1"=1000'

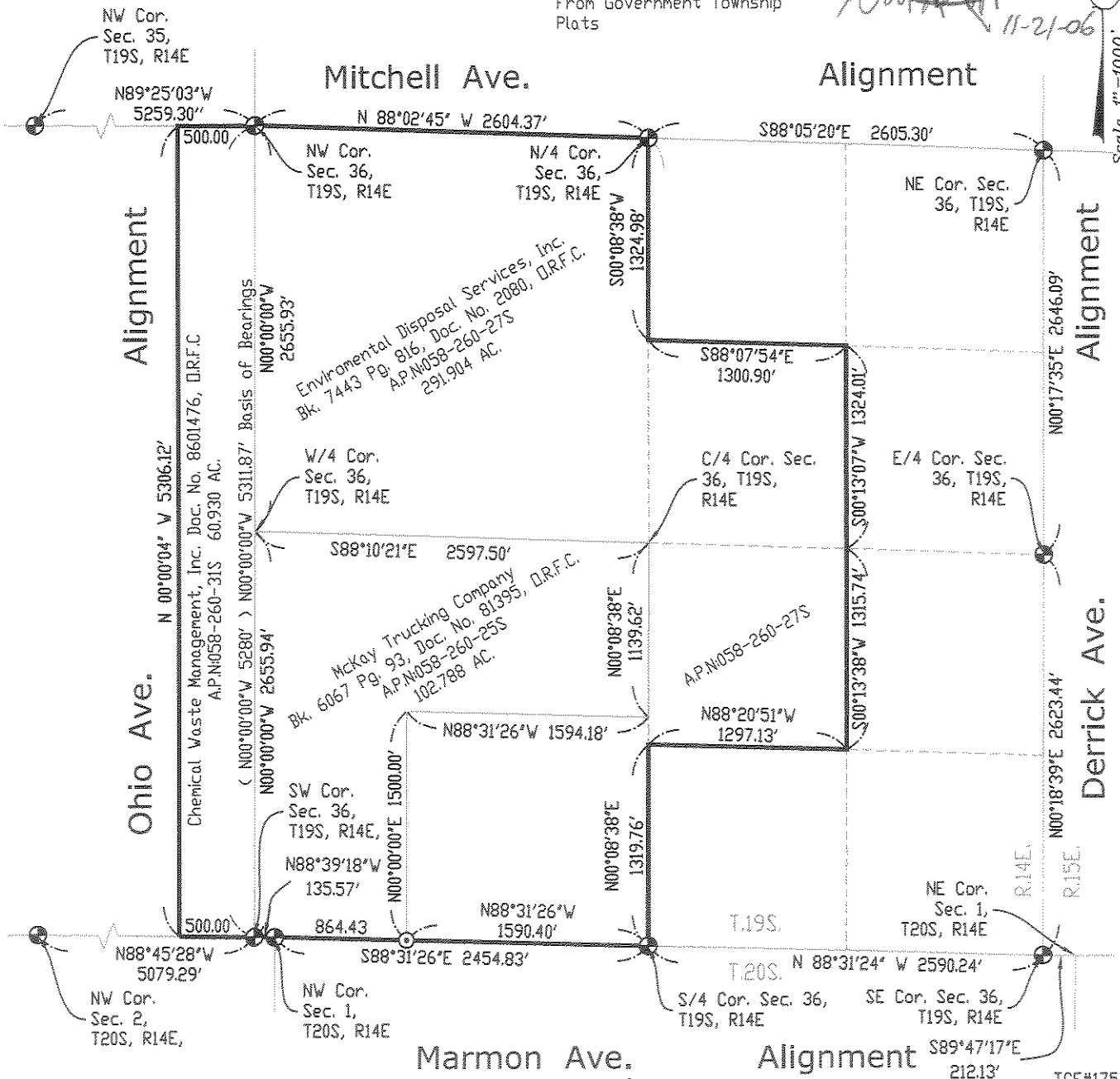




EXHIBIT B

Legal Description and Depiction of the Restricted Area

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**Exhibit "B"**  
**Restricted Access Easement**

Legal Description:

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Being a portion of the West Half of Section 36, Township 19 South, Range 14 East; Mount Diablo Base and Meridian, according to the Official Township Plats, in the County of Fresno, State of California; being more particularly described with the following courses:

- 1) Beginning at a 2" iron pipe and brass cap stamped LS 4335 marking the southwest corner of said Section 36; thence North 00°00'00" West along the west line of said Section 36, a distance of 3276.44 feet to a ¾" iron pipe tagged LS 5503;
- 2) North 90°00'00" East a distance of 470.43 feet to a 2" iron pipe and brass cap stamped LS 5503 Control Pt. A;
- 3) North 90°00'00" East a distance of 250.00 feet to a ¾" iron pipe tagged LS 5503;
- 4) South 27°02'31" East a distance of 2648.27 feet to a 2" iron pipe and brass cap stamped LS 5503 Control Pt. B;
- 5) South 05°40'12" East a distance of 974.23 feet to a ¾" iron pipe marking the south line of said Section 36; from which a 2" iron pipe and brass cap stamped LS 5503 Control Pt. C bears South 05°40'12" East a distance of 2.45 feet;
- 6) South 88°31'26" East continuing along the said south line of Section 36 a distance of 1885.79 feet to a 2" iron pipe and brass cap stamped LS 4335 marking the Northwest Corner of Section 1, Township 20 South, Range 14 East;
- 7) North 88°39'18" West continuing along the said south line of Section 36 a distance of 135.57 feet to the Southwest Corner of said Section 36 and Point of Beginning.

Said Parcel containing 114.303 acres more or less.

APN: Portions of 058-260-25s and 27s

**Exhibit "B"**  
**Restricted Access Easement**

Legal Description:

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PARCEL A

Being a portion of the Northwest Quarter of Section 36, Township 19 South, Range 14 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Township Plats thereof and being more particularly described with the following courses:

- 1) BEGINNING at a 1-1/4" Iron Pipe tagged LS 5503 marking the Southwest corner of the said Northwest Quarter of Section 36; thence North 00°00'00" East along the west line of said Northwest Quarter a distance of 620.50 feet to a 3/4" Iron Pipe tagged LS 5503;
- 2) North 90°00'00" East at right angles to the said west line of the Northwest Quarter a distance of 470.43 feet to a 2" Iron Pipe with Brass Cap stamped "LS 5503 Control Pt. A";
- 3) Continuing North 90°00'00" East a distance of 250.00 feet to a 3/4" Iron Pipe tagged LS 5503;
- 4) South 27°02'31" East a distance of 734.44 feet to a 3/4" Iron Pipe tagged LS 5503 marking the South line of said Northwest Quarter of Section 36;
- 5) North 88°10'21" West along the said south line of the Northwest Quarter of Section 36 a distance of 1054.87 feet to a 1-1/4" Iron Pipe tagged LS 5503 marking the Southwest Corner of the said Northwest Quarter of Section 36 and POINT OF BEGINNING;

Said Parcel containing 12.919 acres, more or less.

APN: Portion of 058-260-27s

PARCEL B

Being a portion of the Southwest Quarter of said Section 36, Township 19 South, Range 14 East, Mount Diablo Base and Meridian being more particularly described as follows:

Commencing at a 2" Iron Pipe with Brass Cap stamped LS 4335 marking the Southwest Corner of the said Southwest Quarter of Section 36; thence South 88°39'18" East along the South line of the said Southwest Quarter a distance of 135.57 feet to a 2" Iron Pipe with Brass Cap stamped LS 4335 marking the Northwest Corner of Section 1, Township 20 South, Range 14 East, Mount Diablo Base and Meridian; thence South 88°31'26" East continuing along the said south line of

**Exhibit "B"**  
**Restricted Access Easement**

the South line of the said Southwest Quarter of Section 36;

- 9) North 88°31'26" West along said parallel line a distance of 649.28 feet to a ¾" Iron Pipe tagged LS 5503 marking a line parallel with and distant 1000.00 feet east of the west line of said Southwest Quarter of Section 36;
- 10) South 00°00'00" East along said parallel line 1000.00 feet East of the said west line a distance of 1500.00 feet to a ¾" Iron Pipe tagged LS 5503 marking the south line of said Southwest Quarter of Section 36;
- 11) North 88°31'26" West along the said south line of the Southwest Quarter a distance of 864.43 feet to a 2" Iron Pipe and Brass Cap stamped LS 4335 marking the Northwest Corner of Section 1, Township 20 South, Range 14 East; Mount Diablo Base and Meridian;
- 12) North 88°39'18" West continuing along the said south line of the Southwest Quarter a distance of 135.57 feet to a 2" Iron Pipe and Brass Cap stamped LS 4335 marking the Southwest Corner of the said Southwest Quarter of Section 36 and POINT OF BEGINNING.

Said Parcel contains 70.158 acres, more or less.

APN: Portion of 058-260-25s

End of description

Dated:

11-21-06

//original signed by//

By:

Cris H. Robles, PLS 5503



# EXHIBIT "B"

## Restricted Access Easement

In The County of Fresno, State of California.  
Section 36, T.19S., R.14E., M.D.B. & M.

### Legend

- ( ) INDICATES RECORD DATA PER GOVERNMENT TOWNSHIP PLATS.
- ⊙ FOUND AND ACCEPTED SECTION CORNER MONUMENT.
- △ SET 2" I.P. W/BRASS CAP UP 8" STAMPED "LS5503 CONTROL PTS".
- INDICATES AREA OF RESTRICTED ACCESS.
- - - INDICATES EXISTING SECTION LINES.
- - - INDICATES EXISTING FRACTIONAL SECTION LINES.

Basis of Bearings:  
The West Line of Section 36,  
T.19S., R.14E., taken as  
N00°00'00"W per Record Data  
From Government Township  
Plats

